

EXHIBIT A

THE MOTION PICTURE "NEEDLE IN A TIMESTACK"
FINANCING TERM SHEET

This term sheet (the "Term Sheet") dated as of July 5, 2018 sets to writing the agreement by and among Creative Wealth Media Finance Corp ("CWMF"), an Ontario limited partnership, and BCA Alternative Income Fund LP, a limited partnership, with regard to the subject matter herein below. The parties may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS CWMF and BRON Studios USA Inc. entered into a Loan Agreement dated as of May 8, 2018 (the "Loan Agreement") ,and attached hereto as Schedule A, wherein CWMF agreed to finance that certain live-action motion picture currently entitled "Needle In A Timestack" (the "Picture");

NOW THEREFORE, this Term Sheet is made by and between the Parties in consideration of the mutual undertakings, agreements and acknowledgements contained in this Term Sheet and for other good and valuable consideration the sufficiency and receipt of which each Party hereto acknowledges.

Principal, Interest & Collateral	<p>BCA Alternative Income Fund LP wishes to participate in the financing of the Picture in the amount of \$2,500,000.00 USD. (The "BCA Financing") It is understood and agreed that this loan will earn interest at a rate of 11% per annum, for a period of 12 months from the date of the execution of this term sheet. It is further understood that after 12 months, any outstanding balance remaining will continue to earn interest at a rate of 1.5% per month until such time as it is repaid in full.</p> <p>Collateral for the BCA Financing is specifically outlined and identified in Schedule B of this Term Sheet.</p>
Contingent Compensation	<p>Following repayment in full to B C A A l t e r n a t i v e I n c o m e F u n d L P of the Principal & Interest stated above, (the "BCA Financing") any further proceeds received by Bron Studios USA Inc under the Loan Agreement shall be distributed as follows:</p> <ul style="list-style-type: none">• 34 % to Hudson Private Corp.• 35 % to CWMF;• 25 % to Bron Studios Inc for past and ongoing administration services; and• 6 % to BCA Alternative Income Fund LP

Disposition of Gross Receipts	Disposition of Gross Receipts of the Picture shall be made pursuant to the Collection Agreement as defined in the Loan Agreement.
Representations and Warrants	The Parties represent and warrant that: (a) each has the full right, power and authority to enter into and perform this Term Sheet; and (b) no Party has assigned, hypothecated, encumbered or otherwise transferred (or entered into an agreement to do any of the foregoing) any rights contemplated hereunder to any other party or person. CWMF further represents, warrants and agrees that it has the ability to fully perform all of its financial obligations hereunder, and that it shall do so in strict conformity with all applicable securities laws, regulations and treaties.
Governing Law and Dispute Resolution:	This Term Sheet shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the City of Toronto. In the event of a dispute arising hereunder, the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and costs.
Miscellaneous:	<p>It is expressly agreed that this Term Sheet is an agreement between separate entities. The Parties each acknowledge that they are independent contractors and that solely by entering into this Term Sheet no partnership, joint venture, agency or employment relationship has or will be created by this Term Sheet. No Party hereto shall have the right or authority to create or assume any obligations in any other Party's name or on any other Party's behalf, whether express or implied, or act or purport to act as any other Party's agent or legally empowered representative for any purpose whatsoever, without the other Party's prior written consent in each instance. No Party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, transaction, act or omission to act of the other Party(ies).</p> <p>This Term Sheet contains the entire understanding of the Parties relating to its subject matter and supersedes and replaces all prior agreements and understandings, written or oral. No change or modification of this Term Sheet will be binding upon any Party unless it is made by a written instrument signed by all Parties. A waiver by any Party of any provision of this Term Sheet in any instance shall not be deemed to waive such provision for the future. This Term Sheet may be executed electronically and in counterparts, all of which together shall</p>


	constitute a single Term Sheet. Signatures obtained via electronically transmitting a copy of this Term Sheet with an attached portable document file (" <u>PDF</u> ") or electronically executed and thereafter sent by PDF shall be valid and enforceable as if signed by the that Party in person.
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[Signature page to follow]

[Signature page to Needle In A Timestack Financing Term Sheet]

IN WITNESS WHEREOF, the Parties hereto have executed this Term Sheet as of the date set forth above by their duly authorized representatives with full rights, power and authority to enter into and perform this Term Sheet.

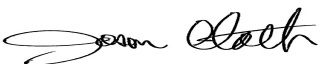
BRON STUDIOS USA INC.

By: 

Name: Jason Cloth

Its: Director

CREATIVE WEALTH MEDIA FINANCE CORP.

By: 

Name: Jason Cloth

Its: Managing Partner

BCA Alternative Income Fund LP

By: 

Name: Tready A. Smith

Its: As Manager of BCA Alternative Income
Fund GP, LLC, General Partner of BCA
Alternative Income Fund, LP

SCHEDULE A
LOAN AGREEMENT

SCHEDULE B

TAX CREDIT ANALYSIS (TO BE ATTACHED HERETO)